UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES

RYAN IRON WORKS, INC.

and

Cases 1–CA–33353
1–CA–33762
1–CA–33956
1–CA–34026

SHOPMEN'S LOCAL 501,
INTERNATIONAL ASSOCIATION OF
BRIDGE, STRUCTURAL AND
ORNAMENTAL IRON WORKERS,
AFL–CIO

and

NATIONAL SHOPMEN PENSION FUND

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for the General Counsel.
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for the National Shopmen Pension Fund

SUPPLEMENTAL DECISION

Statement of the Case

MARTIN J. LINSKY, Administrative Law Judge: The procedural history of this case will be set forth more fully below. Suffice it to write at this point that after a hearing before and decision by an Administrative Law Judge, a decision from the National Labor Relations Board, herein the Board, and a decision from the U.S. Court of Appeals for the First Circuit, herein the Court, this case came before me on April 23, 2003 for a hearing on a Compliance Specification, i.e., making individual employees and their pension fund whole by the payment of backpay and pension fund contributions.

Before going on the record the parties tried to settle the case and successfully reached a partial settlement on April 24, 2003, which settled a large part of this case. The terms of that partial settlement were put on the record on April 24, 2003. The partial settlement, which I approved, called for the payment of $437,000 plus interest in the amount of $126,000 to be paid to individual discriminatees and to the National Shopmen Pension Fund, Fund herein. In addition the partial settlement called for an increase in the starting pay of helpers to $11.04 per hour. A payment schedule was also agreed to by the parties.

Three issues remain to be decided 1) whether Ryan Iron Works, Inc., Respondent herein, should be ordered to make post-strike pension contributions on behalf of permanent replacements, 2) whether Respondent should be ordered to make pension fund contributions on behalf of former employees who had not vested in the Fund prior to their leaving Respondent's employ, and 3) if contributions are to be paid to the Fund is Respondent required to pay liquidated damages and interest on delinquent fund contributions as called for in the pension fund trust documents.

A hearing was held before me on April 24 and July 15, 2003. I will be deciding this case on the basis of the entire record in this case to include consideration of the demeanor of the witnesses and post-hearing briefs submitted by Counsel for the General Counsel, Counsel for Respondent, and Counsel for the National Shopmen Pension Fund.

A. Procedural History of the Case

This proceeding arises from an unfair labor practice case which arose in the context of unsuccessful negotiations between Respondent and Shopmen's Local 501, International Association of Bridge, Structural and Ornamental Ironworkers, AFL-CIO, herein the Union. Respondent and the Union had negotiated a series of collective bargaining agreements over the years, the most recent of which terminated on September 10, 1995. Prior to the termination of this 1992 agreement, the Union filed a charge alleging that Respondent had engaged in bad-faith bargaining. The following day, Union officials and employees voted against Respondent's bargaining proposal and voted in favor of a strike. The strike commenced on September 11, 1995, the day after the 1992 agreement terminated. The parties continued to bargain without success and in October 1995, Respondent started to hire replacement workers. Respondent also unilaterally ceased making contributions to the Pension Fund on November 10, 1995. On December 6, 1995, Respondent received an employee petition stating that the employees did not wish to be represented by the Union. On the basis of that petition, Respondent withdrew recognition from the Union on December 7, 1995. The following day, December 8, 1995, the Union made an unconditional offer to return to work on behalf of all striking employees. Although Respondent initially rejected the offer on the ground that the striking employees had been permanently replaced, Respondent subsequently reinstated all but 12 of the original 61 strikers. See, *Ryan Iron Works, Inc.,* 332 NLRB 506 (2000).

On September 29, 2000, the Board issued its Decision and Order and affirmed, with modifications, the October 27, 1996 decision of Administrative Law Judge James L. Rose. The Board held that Respondent had violated Section 8(a)(5) of the National Labor Relations Act, herein the Act, by making unilateral changes in unit employees' wages, benefits and working conditions before the parties had reached an impasse in their contract negotiations; and unilaterally ceasing pension payments on behalf of unit employees as of November 10, 1995. In addition, the Board held that Respondent's conduct in unlawfully attempting to bypass the union representative and deal directly with bargaining unit employees had converted the strike from an economic strike to an unfair labor practice strike. As a remedy, and in order to effectuate the policies of the Act, the Board ordered Respondent, among other things, to:

> (a) Recognize and, on request, bargain with the Union as the exclusive representative of the employees in the following appropriate unit concerning terms and conditions of employment and, if an understanding is reached, embody the understanding in a signed agreement:
>
> All production and maintenance employees employed by the Respondent at its Raynham, Massachusetts locations, but excluding office and clerical employees,

draftsmen, engineering employees, watchmen, guards and supervisors as defined in the Act.

(b) On request of the Union, rescind the unilateral changes made on and after November 6, 1995, reinstating the prior terms and conditions of employment for bargaining unit employees, and make whole both the unit employees, with interest, and the National Shopmen Pension Fund for losses resulting from these unilateral changes.

id.

Respondent sought review of the Board's Decision and Order in the United States Court of Appeals for the First Circuit. On September 28, 2001, the Court entered its Amended Judgment affirming the above-referenced relief ordered by the Board, including the requirement that Respondent make the Fund and the bargaining unit employees whole for losses resulting from its unilateral termination of contributions to the Pension Fund. *Ryan Iron Works, Inc. v. NLRB,* 257 F.3d 1 (1st Cir. 2001). Following the Court's decision, Respondent and the Union commenced collective bargaining negotiations. Although no successor agreement has as yet been reached, commencing on October 1, 2001, Respondent started making contributions to the Pension Fund for all individuals employed by Respondent on that date, including its replacement employees. Respondent, however, did not make contributions for employees who worked for less than five years and whose employment terminated before October 1, 2001. Neither did it contribute for any replacement employees with respect to hours worked prior to October 2001.

The Board issued its Amended Compliance Specification on March 21, 2003. In its Amended Compliance Specification, the Board alleged, among other things, that the terms and conditions of employment are established by the 1992-1995 agreement and that strike replacements are entitled to the same terms and conditions of employment beginning December 8, 1995, the day the strike ended, and that pension contributions are due for the entire unit, including replacement workers, from December 8, 1995 through October 1, 2001, the day Respondent started making contributions to the Pension Fund.

In its answer to the Amended Compliance Specification, Respondent asserted as a second affirmative defense the following:

> No pension contributions are due for any replacement. Nor are pension contributions due on behalf of any employee whose employment has already terminated, and whose employment lasted for less than five years, since any such employee would not have vested in the Pension Fund. Requiring payment on behalf of such employees would be punitive not remedial, and would represent a windfall to the fund.

B. The Pension Fund

The Fund, a multiemployer pension plan within the meaning of ERISA Section 3(37), 29 U.S.C. § 1002(37), is a national fund, which currently has 156 participating employers. Respondent is required to contribute to the Fund pursuant to the terms of its 1992-1995 collective bargaining agreement with the Union on behalf of its production and maintenance employees employed at Respondent's Raynham, Massachusetts locations, but excluding office and clerical employees, watchmen, guards and supervisors. Approximately 48 employees are covered by the agreement.

The agreement requires that Respondent contribute to the Pension Fund on behalf of all employees performing bargaining unit work at the rate $.91 per hour. Because the Fund is a multiemployer defined benefit pension plan, Respondent's contributions are pooled with other employer contributions and investment earnings to fund the pension benefits of all employees who accrue pension or death benefits under the terms of the Fund's Plan of benefits. Thus, any contributions that are not paid with respect to hours of employment covered by the expired agreement reduce the pool that is available to pay benefits to all Fund Participants, including Respondent's bargaining unit employees and former employees.

This occurs because, unlike a defined contribution plan, such as a 401K plan, Fund Participants' pension accruals do not equal the amount of contributions made with respect to the hours that they worked. Rather, pension accruals are determined under the Fund's written Plan of benefits based on the contribution rate for the Participant's employer and the Participant's hours of service and are generally paid in the form of a monthly benefit for the Participant's life.

The Fund retains an actuary to determine the amount of contributions necessary to fund benefits that it will have to pay. That calculation assumes that a certain number of employees for whom contributions are made to the Fund will never become eligible for pension benefits because they have not worked sufficient hours to become a Fund Participant or, if they have achieved Participant status, have not completed the years of service with participating employers necessary to vest under terms of the Plan. If the Plan did not contain those threshold requirements, then the cost of funding the pension benefit would be significantly higher since the Fund would have to provide pension benefits to a greater number of employees. Thus, unless the amount of Fund assets increased because of increased employer contributions or investment earnings, the amount of pension benefits to which a vested employee would be entitled at retirement would be significantly lower.

To become a Participant in the Fund, an employee must work at least 1,000 hours during a 12-consecutive month period. Once an employee becomes a Participant in the Fund, the Participant will become entitled to a pension benefit only if the Participant "vests," i.e., works for a contributing employer for five years and works for at least 1,000 hours in each of those years. The five years required to vest need not be completed consecutively. The Participant may, for example, work for two years for a contributing employer, work for a non-contributing employer for two years, and then return to another contributing employer for another three years. At that point, the Participant will have accumulated five years of vesting service provided he or she has worked for at least 1,000 hours in each of those five years for a contributing employer. In other words, a Participant will not lose his vesting credits even though he stops working for a contributing employer. However, if a Participant fails to work for a contributing employer for ten consecutive years, thus incurring a permanent break in service, the Participant will forfeit all accumulated vesting and pension credits. But if a participant after nine years of not working for a contributing employer works just 501 hours in a year for a contributing employer and leaves that position the 10 year period starts to run all over again.

A Participant also receives vesting credit for all hours worked for a contributing employer in a position for which no contributions are due if he or she has contiguous service with the employer in a position for which contributions are due. Thus, Respondent's replacement workers who were employed on the date that Respondent commenced contributions to the Fund on their behalf (October 1, 2001) are entitled to vesting credit for all uninterrupted service with Respondent prior to that date. If no contributions are received for the contiguous service period, then the Fund will not receive the anticipated funding for those benefits. In contrast to the non-replacement bargaining unit employees for whom contributions were made during the entire five-year vesting period, the replacement employees would be 100% vested on the first day for which contributions were made with respect to them since they were already employed by Respondent for more than five years as of October 1, 2001.

Notwithstanding the Plan's five-year vesting requirement discussed above, the Plan provides for a death benefit to both vested and non-vested Participants in the event a Participant dies prior to retirement. For non-vested Participants, the amount of the death benefit is equal to the amount of the contributions paid to the Fund on the Participant's behalf. Thus, all Respondent's current and former employees who have satisfied the Plan's participation requirements, i.e., one or more years of vesting service, are eligible for a death benefit.

C. Pension Fund Contributions on behalf of Permanent Replacements

The strike began on September 11, 1995 and ended on December 8, 1995. The strike ended when the Union on behalf of the striking employees made an unconditional offer to return to work.

Following the commencement of the strike, Respondent began hiring replacement employees. Respondent considered their replacement employees to be permanent replacements and considered the strikers to be, contrary to the General Counsel, the Union, the Judge and the Board, economic strikers. The Eight Circuit agreed with Respondent that the strikers were economic strikers.

Respondent was free to set the terms and conditions of employment of the replacement workers without consulting with the Union during the strike because of the Union's inherent conflict of interest in representing both striking employees on the one hand and their replacements on the other hand. See, *Detroit Newspapers*, 327 NLRB 871 (1999); *Service Electric Co.,* 281 NLRB 633 (1986).

However, once the strike ended with the Union making an unconditional offer to return to work on behalf of the striking employees the inherent conflict ceased to exist. The terms and conditions of employment of the replacement employees were to be the same as that for returning striking employees. Accordingly, Respondent was obligated to make pension fund contributions on behalf of the replacement employees beginning on December 8, 1995, the day the strike ended. All parties cite the Board case of *Service Electric Co.,* 281 NLRB 633 (1986). Counsel for the General Counsel and Counsel for the Fund correctly point but that in *Service Electric* the Union did not make an unconditional offer to return work when the strike ended in that case but the Union did make such an unconditional offer to return to work in the instant case. Therefore, I find that Respondent's reliance in *Service Electric* is misplaced. And, in this case the same terms and conditions of employment to include pension fund contributions were to be the same for replacement workers and returning strikers.

However, Respondent did not start making contributions on behalf of replacement employees until October 1, 2001, after the US Court of Appeals for the First Circuit issued its Amended Judgment ordering Respondent to make the Fund whole on September 28, 2001.

The question is whether or not Respondent has to make pension fund contributions on behalf of replacement employees who worked for Respondent between December 8, 1995 and October 1, 2001 and the answer is yes.

After the strike ended the replacement employees were to have pension fund contributions made on their behalf. The same as pension contributions were to be made on behalf of the returning striking employees. Such payments are the only way to comply with the Court order to make the Fund whole.

D. Pension Fund Contributions on Behalf of Employees Not Vested in the Plan

Employees on behalf of whom pension contributions are made cannot vest and later receive a pension until they have five qualifying years of contributions being made on their behalf to the Fund.

A significant number of employees in this case left Respondent's employ and do not have from Respondent alone or from Respondent in combination with any other employer five years of vested service.

Respondent maintains that it should not be required to make Fund contributions on behalf of those non-vested employees because it is speculative if they will ever vest and earn a pension and a payment to the Fund on their behalf would constitute a windfall for the Fund. And, lastly, ordering contributions on their behalf would be punitive in nature and the remedy for violations of the Act are remedial only. See, *Republic Steel Corp. v. NLRB,* 311 US 7 (1940).

Respondent relies on a Second Circuit decision and a Board decision to support its position. See, *NLRB v. Coca-Cola Bottling Co. of Buffalo, Inc.,* 191 F.3d 316 (2d Cir. 1999), citing an earlier case, i.e., *Manhattan Eye Ear & Throat Hospital v.* NLRB, 942 F.2d 151 (2nd Cir. 1991), and *Arandess Management Company*, 337 NLRB No. 37 (2001).

There are sharp distinctions between the cases relied on by Respondent and this case. The pension fund was not a party to either the Second Circuit case or the Board case whereas, the Fund here is a separate and distinct party to this litigation and the relief ordered by the First Circuit specifically calls for a remedy running to the pension fund itself and not just making the individual discriminates whole as was the case in the *Coca-Cola* and *Arandess* cases. The First Circuit, unlike the cases relied on by Respondent, specifically ordered that the Fund itself be made whole. The plain meaning of this Court order is that if Respondent should have made contributions to the Fund in the past and did not it should do so now.

Additionally while the interests of the discriminatees in *Coca Cola &* Arandess may have been speculative they are not so speculative in the instant case. *Coca-Cola* had a 10 years vesting requirement and all credit would be lost after a three-year break in service. *Arandess Management Company* had a five-year vesting requirement and vesting credits would be lost after five years.

In this case the vesting period is five years and vesting credit is lost if the participant fails to work for ten consecutive years for a contributing employer. There are currently 156 participating employers in the Fund nationwide to include 17 employers in New England to include 7 in Massachusetts. The Union now has a Referral Hall in operation, which could expedite employees no longer working for Respondent to get a position with another contributing employer. And, as noted above, if an employer works just 501 hours in a year for a contributing employer that starts the 10 year clock running again.

In addition in the instant case Respondent's former non-vested employees do receive a non-speculative benefit, i.e., a death benefit from the Fund equal to all the contributions made on their behalf provided the employee had a minimum of one year of vesting service.

In short the pension fund benefit to non-vested employees in the instant case is not speculative and Respondent should comply with the Court's order and make the fund whole. Any other outcome would be an unjust windfall for Respondent and unfair to the Fund and the non-vested employees.

Accordingly, Respondent should make pension fund contributions on behalf of all its former employees who have not as yet vested based on the time of their employ with Respondent.

E. Should the Fund Be Paid Interest and Liquidated Damages

The remedies for violations of the Act are remedial in nature and not punitive in nature, e.g., employees unlawfully discharged in violation of Section 8(a)(3) of the Act are offered reinstatement and backpay, with interest, but not punitive damages. See, *Republic Steel Corp. v. NLRB,* supra.

While the pension fund documents call for the payment of liquidated damages at the rate of 20% for delinquent contributions in addition to interest Respondent argues that the payment of liquidated damages and even interest if ordered to be paid would be punitive and not remedial.

In cases involving bankrupt employers or as part of a settlement, the Fund will on occasion waive liquidated damages. The plan rules provide that the trustees can waive liquidated damages for good cause shown.

If the plan called for the payment of treble damages for delinquent contributions as an incentive to employers to make Fund contributions in a timely fashion I believe it would be punitive, and not remedial, for the Board, in the context of unfair labor practice litigation, to order the payment of treble damages.

In Section 2 of its Amended Judgment and Order the Court ordered that Respondent "make whole both the unit employees, with interest, and the National Shopmen Pension Fund: …."

Respondent argues that the plain meaning of this part of the Order means no interest payment to the Fund because the Court specifically orders interest to unit employees but not to the Fund.

I view it differently. Interest on backpay is the obvious way to fashion a make whole remedy. The "making whole" of the Fund may call for something other than interest.

The Board wrote the following in *Merryweather Optical Co.,* 240 NLRB 1213, 1216 fn. 7 (1977):

> Because the provisions of employee benefit fund agreements are variable and complex, the Board does not provide at the adjudicatory stage of a proceeding for the addition of interest at a fixed rate on unlawfully withheld fund payments. We leave to the compliance stage the question of whether Respondent must pay any additional amounts into the benefit funds in order to satisfy our "make-whole" remedy. These additional amounts may be determined, depending upon the circumstances of each case, by reference to provisions in the documents governing the funds at issue and, where there are no governing provisions, to

evidence of any loss directly attributable to the unlawful withholding action, which might include the loss of return on investment of the portion of funds withheld, additional administrative costs, etc., but not collateral losses.

Respondent can't comply with the Court's order to make the Fund whole by simply making the contributions to the Fund that should have been made years earlier because the Fund, if it had received the contributions in a timely fashion, would have invested the moneys, or paid the moneys out in pension or death benefits, etc.

The problem with 20% liquidated damages on all delinquent contributions is that there is no evidence that this 20% is needed to make the Fund whole and not, for example, some lesser percentage. The General Counsel cites *GT Knight Co., Inc.,* 268 NLRB 468 (1983) where 12% liquidated damages was upheld by the Board. If the Fund in the instant case provided for 25% or 35% or 40% in liquidated damages that may be requiring the Respondent to do more than "make whole" the Fund.

The Fund documents not only call for liquidated damages in the amount of 20% but also call for the payment of interest on delinquent contributions.

Respondent should be ordered to pay the interest called for in the trust documents on all delinquent contributions, i.e., the rate of interest charged by the Pension Benefit Guaranty Corporation. See, Section 9.05 of Trust (GC Exh. 7) and CP Exh. 1.

Based on the foregoing I issue the following recommended[1]

ORDER

Respondent, Ryan Iron Works, Inc., its officers, agents, successors, and assigns shall

1. Make contributions to the Fund on behalf of strike replacements plus interest for those strike replacements who worked for Respondent at any time during the period of December 8, 1995, when the strike ended, and October 1, 2001 when Respondent began making payments to the Fund on behalf of the strike replacements still on its payroll.

2. Make contributions to the Fund plus interest on behalf of its former employees who have not as yet vested in the plan because they have not as yet worked a minimum of 1,000 hours a year for five years for a contributing employer.

3. Respondent is not required to pay liquidated damages on the amount of delinquent contributions, but should pay interest. The interest will be computed at the rate of interest charged by the Pension Benefit Guaranty Corporation.

4. The strike replacement employees and the employees who had not as yet vested are listed on Appendix A which is attached to this decision and made a part thereof and the

[1] If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

individuals listed should be paid the amount opposite that person's name, plus interest. The names and the amounts come from GC Exhibit 3.[2]

5. Respondent should comply with the terms and conditions of the partial settlement of this case reached on April 24, 2003.

Dated, Washington, D.C., October 29, 2003.

Martin J. Linsky
Administrative Law Judge

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[2] Applying the rationale of *Harding Glass Co.,* 377 NLRB No. 175 (2002), I will not order that 401K contributions Respondent made on behalf of employees listed in Appendix A be off set against the moneys owed the Fund pursuant to this recommended supplemental decision.

Appendix A

REPLACEMENT WORKERS

EMPLOYEE NAME	PENSION CONTRIBUTION
Aime, Ronel	$ 253.89
Amaro, Fernandez	$ 1,041.95
Bergen, John	$12,123.93
Costa, Jose	$12,497.49
Cournoyer, Robert	$ 3,443.44
Cyrus, Oldemar	$ 0.00
Derois, Paul E.	$ 287.56
DeSanto, Caesar	$ 2,247.02
DiPalma, Michael	$ 2,541.37
Dowding, Gary	$ 3,072.16
Dowding, Michael	$ 3,420.62
Espada, Edwin	$ 260.26
Farrell, Frederick L.	$ 926.38
Goslant, Mark	$ 561.47
Harsh, Donald	$12,262.93
Hemmer, Monk	$13,448.21
Jackson, William	$ 7,150.88
Kourafas, Peter	$ 1,763.58
Laramee, Robert	$ 3,013.92
Magiera, Eugene	$ 273.91
Manley, Donald S.	$ 586.57
Marchand, Steven	$ 2,439.71
Molina, Eddie	$ 244.79
Perez, Wayne	$ 241.15
Picillo, John	$ 1,120.21
Psolka, Thomas	$ 287.56
Reynolds, Gordon	$ 148.33
Rice, Jordan	$ 538.72
Riley, Michael	$13,994.89
Rios, Rafael	$ 4,018.05
Rodrigues, Joao	$ 7,186.73
Silva, Antonio	$ 99.19
Swanson, Milton F.	$12,601.45
Tammelleo, Jason	$ 433.16
Tougas, Leonard	$ 2,840.11
Tougas, William G.	$ 8,571.84
TOTALS	**$135,943.43**

NON-VESTING EMPLOYEES

EMPLOYEE NAME	PENSION CONTRIBUTION
Almeida, James	$ 85.54
Amaral, Edwin	$ 209.30
Applebaum, Matthew	$ 84.63
Azevedo, Graceliano	$ 1,113.84
Badoud, Anthony	$ 54.83
Baker, Jeremy	$ 595.14
Barabe, Jessica	$ 27.30
Botelho, Michael	$ 81.90
Boudreau, Joseph I.	$ 203.39
Brown, Alexander, III	$ 1,655.97
Brum, Joseph	$ 326.24
Cabral, Jeffrey	$ 821.28
Carisen, Richard	$ 1,143.42
Carlton, David	$ 243.20
Carmo, Carlos	$ 2,105.97
Carmo, Nuno	$ 3,157.36
Casillas, Jose	$ 481.16
Coakley, Robert S.	$ 6,817.49
Colon, Gilberto	$ 295.30
Couto, Matthew	$ 392.44
Coward, Allen	$ 1,701.71
Dalton, Kenneth	$ 410.87
DaSilva, Adam J.	$ 1,053.73
DaSilva, Cesar	$ 60.74
Davis, Jason	$ 703.66
DeCarvalho, Louis H.	$ 525.07
Deluca, William J.	$ 177.68
DeMarco, Joseph	$ 1,490.90
DeSouza, Richardo	$ 447.72
Dias, Erik D.	$ 1,854.13
Dias, Kevin	$ 7,136.68
DiSano, James	$ 61.65
DosSantos, Eduardo	$ 609.47
Druan, Timothy	$ 1,531.30
Dunn, William J.	$ 1,983.57
Edsall, Jason K.	$ 72.80
Ellis, William J.	$ 117.16
Emidio, Joaquim	$ 596.73
Enos, Scott W.	$ 214.76
Enos, William H.	$ 287.56
Fabas, Richard	$ 341.48
Fadlallah, Ghazi	$ 336.02
Fernandes, Scott	$ 6,700.82
Ferreira, Fernando	$ 1,679.86
Ferriera, Silvestre	$ 1,288.56
Flynn, MacJames	$ 452.73
Francazio, Joseph	$ 218.40
Ghabboura, Hisham Z.	$ 684.32

Gilcoine, Daniel J.	$ 307.81
Glass, William L.	$ 1,784.53
Guncheon, William	$ 347.62
Hanlin, Douglas A.	$ 2,438.71
Hayden, Christopher D.	$ 2,667.91
Ireland, Douglas W.	$ 739.15
Johnson, Zachary	$ 874.28
Johnstone, Joshua R.	$ 111.70
LaFleur, Michael	$ 1,144.78
Lawrence, Alan	$ 508.69
Lourenceo, Jose M.	$ 2,115.52
Lovenberg, Joshua	$ 2,446.76
Lund, Michael J.	$ 58.01
Lynas, John	$ 877.24
Maaser, Henry J.	$ 200.43
Machnik, Thomas E.	$ 116.48
Mann, Charles E.	$ 403.59
Marvel, David W.	$ 847.21
McLellan, Allen	$ 205.66
Medeiros, Christopher C.	$ 2,745.24
Medeiros, Ildeberto	$ 35.49
Medeiros, Kevin J.	$ 173.36
Medeiros, Michael T.	$ 616.07
Mello, Antonio	$ 386.07
Mello, Robert	$ 3,969.43
Menard, Eric	$ 514.15
Nascimento, Mariano	$ 125.58
Nazario, Jose	$ 1,887.57
Nickikoulias, Nicholas J.	$ 448.63
Noyes, George	$ 121.49
Paiva, Shannon E.	$ 42.32
Peixoto, Christopher M.	$ 124.44
Pereira, Roy	$ 740.97
Pimental, Kenneth	$ 63.70
Pires, Antonio	$ 139.23
Rampersad, Deorash	$ 1,936.71
Raposo, Erik	$ 94.64
Rifai, Admed	$ 3,481.43
Riley, Sean	$ 239.33
Rodrigues, Steven J.	$ 7,484.07
Saraiva, Silverio	$ 3,000.34
Sawler, James G.	$ 85.09
Scarano, Richard E.	$ 40.04
Simpson, Steven T.	$ 1,530.17
Smerker, Larry	$ 1,252.39
Souza, John	$ 1,422.77
Spearin, Brad W.	$ 305.76
Suarez, Jerry	$ 1,160.48
Sylvia, Adam T.	$ 473.43
Sylvia, Tina M.	$ 36.86
Tavares, Roberto	$ 31.29
Teixeira, Humberto A.	$ 6,529.75

Teixeira, Richard J.	$ 462.28
Terry, Matthew J.	$ 133.54
Trott, John E.	$ 4,310.73
Vieira, Mario J.	$ 42.54
Vincent, Leo R.	$ 627.67
Zim, Adilson E.	$ 798.30
TOTALS	**$118,445.21**